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March 17, 2017

The Honorable William Alsup
United States District Court
Courtroom 8, 19th Floor
450 Golden Gate Avenue
San Francisco, CA 94102

Re: *Evans, et al. v. Arizona Cardinals Football Club LLC, et al.*, No. C 16-01030-WHA

Dear Judge Alsup:

The undersigned, as counsel for defendants in this case, submits this letter pursuant to Rule 26(c) and Paragraph 25 of the Court's Supplemental Order (Dkt. No. 45). The parties have been unable to resolve a dispute about plaintiffs' damages disclosures, requiring defendants to seek relief from this Court. As explained further below, plaintiffs have not provided the required computation of each category of damages that each of them claims; nor have they appropriately produced or identified the documents and/or other evidentiary material upon which they contend such computation(s) should be based.

Background

On July 1, 2016, this Court issued a Case Management Order providing, *inter alia*: "All initial disclosures under FRCP 26 must be completed by **JULY 11, 2016**, on pain of preclusion under FRCP 37(c), including full and faithful compliance with FRCP 26(a)(1)(A)(iii)." (Dkt. No. 90.) Plaintiffs served their initial disclosures on July 12, 2016; those disclosures contained no substantive information concerning the amounts, computation, or supporting evidence for any plaintiff's damages claim. Since that time, the parties have met-and-conferred – by e-mail, telephone, and in person – on numerous occasions concerning this topic. While plaintiffs have provided some limited supplementation of their responses (the majority of which related to the RICO claims that have since been dismissed), the parties are now at an impasse on this subject.

Exhibit 1 to this letter contains plaintiffs' most recent supplemental damages disclosure (which sets out each prior iteration of this disclosure before adding the final supplement at the end). Plaintiffs have taken the position that no further disclosure is required. On March 16, 2017, plaintiffs also finally produced, collectively, 137 documents (totaling just 180 pages) that purportedly relate to their damages. Those documents consist primarily of health insurance claim forms that do not identify whether or to what extent insurance covered the services. No other "evidence" relating to the computation of any category of plaintiffs' damages has been identified or produced. No damages-related documents have been provided for plaintiffs Sadowski or Walker.

Argument

Rule 26(a)(1)(A)(iii) requires: "a *computation* of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 *the documents or other evidentiary material*, unless privileged or protected from disclosure, *on which each computation is based*, including materials bearing on the nature and extent of injuries suffered ..." (emphases added).

This rule is "mandatory and self-executing." *Brandywine Commc'ns Techs., LLC v. Cisco Sys., Inc.*, 2012 WL 5504036, at *1–*2 (N.D. Cal. Nov. 13, 2012). It requires "more than a lump statement of damages allegedly sustained": the "'computation' of damages required [by the Rule] ... contemplates some analysis ... ." *City & County of SF v. Tutor-Saliba Corp.*, 218 F.R.D. 219, 221 (N.D. Cal. 2003). Furthermore, "the computation [of damages] must call out the particular materials relied on and identify them in some plausible way so as to clarify the basis for the disclosed computations." *Brandywine*, 2012 WL 5504036, at *2.

As the Court will see from plaintiffs' disclosures (Exhibit 1), plaintiffs have not complied with this rule, despite multiple meet-and-confers and three separate supplementations. The bulk of their disclosures consists of a legal argument for why plaintiffs should not have to provide a computation of their class damages at this stage.

Leaving aside whether plaintiffs' position is correct as to their class claims (and defendants do not agree that it is), their individual damages disclosures consist solely of the following (using Mr. King as an example – except for the single dollar figure provided, the language is verbatim for every plaintiff except Troy Sadowski, for whom no disclosure is made):

> Mr. King's injuries consist of [damage to internal organs and] muscular/skeletal injuries. Based on those injuries, Plaintiffs seek: Compensatory damages in an amount to be proven at trial; and Punitive damages in an amount to be determined at trial. With regard to compensatory damages, at present, Plaintiffs calculate the following amounts that they have spent on healthcare costs that they intend to introduce in support of their claims for damages at trial for their intentional tort claims, which is based on information currently in Plaintiffs' possession, custody or control and which has been, or will be, produced to Defendants: $ 18,141.13. Plaintiff also seek the following categories of compensatory damages for their intentional tort claims: lost employment productivity, reduced life spans, pain and suffering, and reduced quality of life.

Ex. 1 at 8-9. No dollar figures (or other information) are provided for any category of damages other than "healthcare costs." No dollar figure of any kind is provided for Reggie Walker. And, to date, plaintiffs still have not provided *any* disclosure for Mr. Sadowski, despite having been asked to do so repeatedly.

Plaintiffs' production of documents underlying their claimed damages is also inadequate. Plaintiffs have not even explained how (or if) the produced documents support the claimed amounts.

It is now more than eight months since the Court ordered plaintiffs to comply "full[y] and faithful[ly] with FRCP 26(a)(1)(A)(iii)." Defendants respectfully submit that these disclosures, as supplemented, do not come close to representing "full and faithful compliance" with the Rule. Plaintiffs' counsel have repeatedly said that they have been recruiting plaintiffs for this litigation since at least the spring of 2014, if not earlier. That is more than ample time for plaintiffs and their counsel to have developed the facts underlying their damages claims.

If this situation is not promptly rectified – either by preclusion of any damages beyond those explicitly disclosed or immediate supplementation to comply fully with the disclosure rule – defendants will be severely prejudiced. The June 30 close of fact discovery is approaching, as is the June 2 deadline to identify subjects for expert testimony. And plaintiffs' class certification motion is due on May 18, with defendants' opposition to that motion due three weeks later. Full and faithful compliance with Rule 26(a)(1)(A)(iii) is important for all of these deadlines. Defendants are entitled to know the factual foundation for plaintiffs' damages (including facts that may be addressed in any expert testimony plaintiffs may choose to offer); that foundational evidence, together with supporting documents, needs to be disclosed in sufficient time for defendants to undertake follow-up discovery of treating physicians, employers, and other witnesses who may have discoverable information concerning the "categories" and "computations" of damages that plaintiffs seek.

Defendants respectfully submit that, in light of the length of time that has elapsed since disclosures were required, an appropriate remedy here would be an Order precluding plaintiffs from seeking any damages beyond the specific, per-plaintiff "healthcare costs" dollar amounts set forth in the first "Supplemental Answer" of Exhibit 1 (the tenth page, bulleted amounts). In the alternative, defendants respectfully request an order requiring plaintiffs, on pain of preclusion, to comply fully and faithfully with Rule 26(a)(1)(A)(iii) within seven days.

Sincerely,

/s/

Sonya D. Winner
Counsel for Defendants

Attachment - Ex. 1 (Plaintiffs' Damages Disclosures)

cc: All counsel of record (by ECF)

EXHIBIT A

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ETOPIA EVANS, as the Representative of the Estate of Charles Evans, et al., Plaintiffs, vs. ARIZONA CARDINALS FOOTBALL CLUB, LLC, et al., Defendants.	Case No. 3:16-cv-01030-WHA PLAINTIFFS' THIRD SUPPLEMENTAL INITIAL DISCLOSURES

Pursuant to Rules 26(a)(1) and (e) of the Federal Rules of Civil Procedure, the Local Civil Rules of the United States District Court for the Northern District of California, and this Court's July 1, 2016 Case Management Scheduling Order, Plaintiffs provide the following Supplemental Rule 26(a)(1) Initial Disclosures:

III. COMPUTATION OF DAMAGES

A. Introduction

Plaintiffs understand Rule 26(a)(1)(A)(iii) requires "a computation of each category of damages" Plaintiffs claim, with "the documents or other evidentiary material … on which each computation is based, including materials bearing on the nature and extent of injuries suffered." Fed. R. Civ. P. 26(a)(1)(A)(iii). However, "Rule 26 does not elaborate on the level of specificity required in the initial damages disclosure." *City and Cnty. of San Francisco v. Tutor-Saliba Corp.*, 218 F.R.D. 219, 221-22 (N.D. Cal. 2003).

Courts have employed a contextual, case-by-case reasonableness rule in determining the requirements of initial damages disclosures. *See*, *e.g.*, *Kingsway Fin. Servs., Inc. v. PricewaterhouseCoopers LLP,* No. 03 Civ. 5560 RMB HBP, 2006 WL 1520227, at *1 (S.D.N.Y. June 1, 2006) ("Where, as here, the plaintiff's damages are not the product of a simple mathematical calculation and require expert testimony, the damages calculations need not be produced with the plaintiff's Rule 26(a)(1) disclosures and may be produced as part of the party's Rule 26(a)(2) disclosures.") (citing 6 James Wm. Moore et al., *Moore's Federal Practice* § 26.22[4][c][ii] (3d ed. 1977)); *US Bank Nat'l Ass'n v. PHL Variable Ins. Co.*, Nos. 12 Civ. 6811(CM)(JCF), 13 Civ. 1580(CM)(JCF), 2013 WL 5495542, at *3 (S.D.N.Y. Oct. 3, 2013) (reading *Kingsway* as meaning that "in cases in which damages will be proved by experts … the disclosing party still has the responsibility to provide each category of required disclosures based

on the information it has at the time, and to supplement those disclosures as more information is gained"); *Stokes v. Interline Brands, Inc.*, No. C-12-05527 JSW (DMR), 2013 WL 6056886, at *6 (N.D. Cal. Nov. 14, 2013) (Ryu, M.J.) ("Plaintiff's initial damages disclosure under Rule 26(a) is a preliminary assessment and is subject to revision. If discovery reveals additional information, Plaintiff 'must provide more detailed disclosure of [his] calculations *either* by way of Rule 26 disclosure *or* through interrogatory responses.'" (emphasis in original) (quoting *Tutor-Saliba*, 218 F.R.D. at 222)); *Allstate Ins. Co. v. Nassiri,* No. 2:08-cv-00369-JCM-GWF, 2010 WL 5248111, at * 4 (D. Nev. Dec. 16, 2010) (stating that, in case where plaintiff sought recovery for unnecessary chiropractic or medical treatments, "courts also recognize, however, that a plaintiff may not be able to provide a detailed computation of damages early in the case before all relevant documents or evidence has been obtained"); *Hesco Parts, LLC v. Ford Motor Co.*, No. 3:02-CV-736-S, 2007 WL 2407255, at *1 (W.D. Ky. Aug. 20, 2007) (stating that, where the plaintiff in breach-of-contract case provided no initial disclosure on damages and an expert report was not due until after discovery closed, "[a] party making a claim for damages has the obligation to disclose 'the best information then available to it concerning that claim, however limited and potentially changing it may be,'" noting that the "purpose of initial disclosures, after all, is to accelerate the exchange of *basic* information, rather than admissible evidence, and to assist the parties in focusing and prioritizing their organization of discovery," and finding it "useful to the defendants to know, at a minimum, the categories of damages contemplated and the basis of the $20 million averment as well as whether and to what degree that early assessment has been increased or decreased") (quoting Moore, *supra*, §26.22[4][c][ii]) (emphasis in original)).

Unlike the situation in *Brandywine Communications Techs., LLC v. Cisco Sys., Inc.*, No. C 12-01669 WHA, 2012 WL 5504036, at *1-3 (N.D. Cal. Nov. 13, 2012) (Alsup, J.), Plaintiffs in this putative class action potentially involving some 15,000 class members cannot accurately determine damages by looking to existing concrete information for one entity (for example, a plaintiff's sale of allegedly infringed devices), comparing it to pre-injury information (such as post-infringement sales to former sales levels), and approximating damages (by adding a claimed running royalty rate).

Computing damages here, based on the medical problems retired NFL players now have and are likely to suffer in the future, is fundamentally a matter for expert witnesses. That work will entail, among other things, gathering and analyzing foundational data for proper actuarial assumptions to project the cost of anticipated medical care for the retiree class. Damages work here depends in good measure on information that others possess. Claims and costs information from NFL-provided healthcare coverage for five years post-retirement (for players who played three seasons or more) is one example of such information. NFL-provided healthcare benefits and reimbursements to certain retirees is another. *See*, *e.g.*, *EON Corp. IP Holding LLC, v. Sensus USA Inc.*, No. C-12-01011 EMC (EDL), 2013 WL 3982994, at *1-2 (N.D. Cal. Mar. 8, 2013) (LaPorte, M.J.) (stating that "Defendants' desire to pin down Plaintiff to detailed early damages contentions before any significant discovery and allow amendment only on a showing of good cause goes well beyond the initial damages disclosures contemplated by Rule 26(a), which can be readily amended without leave of court, and requires Plaintiff to do so without access to information in the sole possession of Defendants or third parties," referencing the Advisory Committee Note that "specifically relaxed the disclosure requirement for damages in

cases like this one," and discussing plaintiff's distinction of *Brandywine* from plaintiff's own, pre-discovery case in which others possessed important damages information).

Following the reasonableness rule of Rule 26(a)(1)(a)(iii), Plaintiffs here "provide [their] assessment of damages in light of the information currently available to it in sufficient detail so as to enable … [the] Defendant[ ] … to understand the contours of its potential exposure and make informed decisions as to settlement and discovery." *Tutor-Saliba,* 218 F.R.D. at 221. Plaintiffs provide the damages description below "based on the information … reasonably available" to them at this early stage of this complex litigation and, when more information is obtained, will promptly "supplement [this] disclosure[ ] as required by subdivision (e)(1)" of Rule 26. Fed. R. Civ. P. 26, Adv. Comm. Note to 1993 Amendments; *see also Tutor-Saliba*, 218 F.R.D. at 222 (even in fraud and breach-of-contract case in which plaintiffs were able to specify exact amount of "compensatory and other damages," court, citing *Pine Ridge Recycling v. Butts County,* 889 F. Supp. 1526, 1527 (M.D. Ga. 1995), refused to "mandate disclosure of precise calculations given that many of the documents which are likely to inform the calculation remain in Defendants' hands and some level of expert analysis may be required" and contemplated "that Plaintiffs will update its [sic] disclosure and provide greater detail to its calculations as discovery progresses").

B. Data For Damages Modeling

Plaintiffs anticipate, from their consultations with numerous actuarial and clinical experts, that predicate expert work will require analyses of players' medical records; the injuries they suffered; the identities, dosages, frequencies, durations, and methods of administration of the Medications described in the complaint; frequencies and nature of post-career medical and pharmaceutical interventions and services; and the actuarially appropriate isolation of any

confounding factors. Much information about the Medications – for example, dosage units, frequencies and durations of administration, and correlated documented side effects – should be contained in NFL and individual club records that will be the subject of Plaintiffs' discovery requests. *See* Fed. R. Civ. P. 26 Adv. Comm. Note to 1993 Amendments ("a party would not be expected to provide a calculation of damages which, as in many patent infringement actions, depends on information in the possession of another party or person").

C. Damages Model

1. Class's Increased Injuries, Health Problems, and Health Care Costs

Fundamentally, Plaintiffs seek damages that will (i) pay for the healthcare costs NFL retiree class members have incurred and will incur as a result of the Medications, and (ii) compensate the class members for certain other non-medical losses for which the Medications were a substantial causational factor.

Plaintiffs will model a "but for" world, in which the approximately 15,000 member class's health, future health risks, and concomitant healthcare costs were not affected by the Medications. Existing comparator population datasets are robust and regularly relied on by actuaries. Taking into account demographic factors, co-morbidities, life expectancies, and other actuarially appropriate factors, this computation will project healthcare costs on both the provider and recipient sides.

Plaintiffs will also model the actual world, as alleged in the Complaint, in which the class's health, future health risks, and concomitant health care costs reflect the class's exposure to the Medications. Also accounting for both provider and recipient side costs, this model will require analysis of more class-specific information, including player medical records, NFL and

team Medication data, and class members' post-retirement healthcare experiences in terms of numbers, types, and durations of interventions.

This modeling will calculate healthcare costs attributable to the injuries and losses that, as alleged in the Complaint, proximately resulted from the Medications, determining the class's healthcare costs for which the NFL is responsible. This modeling would include a ranking, risk profile grouping, or similar classification system to ensure a proper fit between injuries/illnesses and consequently anticipated healthcare services.

The healthcare cost differences between the "but for" world and the world influenced by the Medications provides a measure of Plaintiffs' damages.

a. Increased Musculo-Skeletal Injuries and Attendant Costs

Plaintiffs expect expert analysis and testimony showing materially increased incidences and risks of class members' musculoskeletal problems. Here, too, well-developed comparator databases of proxy populations, and related studies, exist to support the calculation.

b. Increased Internal Organ Problems and Attendant Costs

Plaintiffs expect to demonstrate, through expert testimony, that the class members suffer from increased incidence, and risks of future occurrences, of internal organ problems, including kidney and liver issues.

2. Class's Non-Medical and Non-Economic Losses

Using risk taxonomy or, alternatively, injury/ailment type, Plaintiffs anticipate their experts to stratify class members' lost employment productivity, reduced life spans, pain and suffering, and reduced quality of life with dollar-amount correlates.

3. Estimated Healthcare Losses/Damages

At this very early stage, Plaintiffs can only provide an estimate of potential class healthcare and associated damages. Based on 15,000 NFL retirees; substantially varying estimates of life expectancies of potential class members; studies showing one in four NFL retirees will require joint replacements; increased misuse of opioids among NFL retirees and NFL retirees' suffering from arthritis at five times the incidence of a comparator population; current data about medical costs; potential offsets from NFL-provided benefits (including the "Joint Replacement Program," "Gene Upshaw NFL Player Health Reimbursement Account," "Medicare Supplement," "Neurological Care Program," "Spine Treatment Program," "Discount Prescription Drug Card," "Assisted Living Facilities," "Line of Duty Disability," "Total and Permanent Disability," "Neuro-Cognitive Disability Benefit," "Term Care Insurance," "Bert Bell/Pete Rozelle NFL Player Retirement Plan," and John Mackey "88" Plan); and the cost of exchange-based insurance coverage, the Plaintiffs estimate a range of $1.5 billion to $2 billion for the loss categories described above.

SUPPLEMENTAL ANSWER:

Plaintiffs provide the following, additional information, with respect to their common law intentional tort claims:

- Mr. Evans' injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. King's injuries consist of muscular/skeletal injuries;
- Mr. Massey's injuries consist of muscular/skeletal injuries;
- Mr. Sadowski's injuries consist of muscular/skeletal injuries;

- Mr. Goode's injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Ashmore's injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Wunsch's injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Carreker's injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Lofton's injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Harris' injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Graham's injuries consist of damage to internal organs and muscular/skeletal injuries;
- Mr. Killings' injuries consist of damage to internal organs and muscular/skeletal injuries.

Based on those injuries, Plaintiffs seek:

- Compensatory damages in an amount to be proven at trial; and
- Punitive damages in an amount to be determined at trial.

With regard to compensatory damages, at present, Plaintiffs calculate the following amounts that they have spent on healthcare costs that they intend to introduce in support of their claims for damages at trial for their intentional tort claims, which is based on information

currently in Plaintiffs' possession, custody or control and which has been, or will be, produced to Defendants:

- Goode: $16,271.75;
- King: $18,141.43;
- Massey: $2,756.82;
- Evans: $2,710;
- Ashmore: $14345;
- Graham: $4,539;
- Killings: $37,030;
- Lofton: $23,573.50;
- Harris: $2,075;
- Carreker: $69,086.82;
- Wunsch; $10,699.99.

Plaintiff also seek the following categories of compensatory damages for their intentional tort claims: lost employment productivity, reduced life spans, pain and suffering, and reduced quality of life.

SECOND SUPPLEMENTAL ANSWER:

Plaintiffs provide the following, additional information:

Plaintiffs' Amended Complaint [ECF112-1] includes a count under the Racketeer Influence and Corrupt Organizations ("RICO") Act, 18 U.S.C. §1961, *et seq.*, and alleges damage to certain Plaintiffs' business and/or property interests. *See Diaz v. Gates*, 420 F.3d 897, 900-01 (9th Cir. 2005) (en banc) (per curiam) (finding as actionable under RICO physical injuries that amounted to "intentional interference with contract and interference with

prospective business relations."). Plaintiffs are seeking damages under RICO, trebled, for the harm caused by reason of Defendants' illegal conduct to their business or property interests, including, but not limited to, Plaintiffs' loss of then-current and prospective employment relations and other financial opportunities. *See id.* Specifically, Plaintiffs seek damages that will compensate the class members for (i) damages inflicted by Defendants' illegal conduct to the strength and longevity of their earning potential while in the NFL; and (ii) damages inflicted by Defendants' illegal conduct to their post-NFL earning potential and financial opportunities. Plaintiffs anticipate, from their consultations with numerous actuarial and clinical consulting experts, that predicate expert work will require analyses of players' career injury histories; career trajectories; educational backgrounds; marketability; retirement information; frequencies and nature of post-career medical interventions and services; and the actuarially appropriate isolation of any confounding factors. By reason of, and as a result of Defendants' conduct, and in particular, their pattern of racketeering activity, class members' business and property interests have been injured in multiple ways, including but not limited to:

a. Decreased Length of Playing Careers

Plaintiffs expect expert analysis and testimony showing that, through the NFL Clubs' illegal dealing in controlled substances, class members' injuries were masked and not given proper time to heal thereby having the effect of shortening their playing careers.

b. Decreased Marketability, Earnings, Endorsements

Plaintiffs expect expert analysis and testimony showing that, by reason of their artificially shortened NFL careers by reason of Defendants' conspiracy to violate the Controlled Substances Act, class members' abilities to generate off-field income in connection with their status as professional football players was also shortened and thereby damaged.

c. Loss of Post-NFL Employment, Business Opportunities and/or Contracts

Plaintiffs expect expert analysis and testimony showing that, by reason of Defendants' conspiracy to violate the Controlled Substances Act, class members' abilities to be gainfully employed or otherwise earn a living after retirement from the NFL was damaged.

For the Plaintiffs included in the Amended Complaint's RICO count, Plaintiffs state as follows:

- Chris Goode's RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career;
- Alphonso Carreker's RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career;
- Darryl Ashmore's RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career;
- Gerald Wunsch's RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career;
- Steven Lofton's RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career;

- Duriel Harris' RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career; and
- Charles Evans' RICO injuries consist of an artificially shortened NFL career, the elimination of financial opportunities that accompany an active NFL career, and reduced business and/or employment opportunities following his NFL career.

Based on those injuries, Plaintiffs seek as damages for their claim under RICO:

- Compensatory damages, trebled, in an amount to be proven at trial for the injuries inflicted to their business and/or property interests.

With regard to compensatory damages, at present, Plaintiffs calculate the following approximate losses by totaling their estimated lost earnings by virtue of artificially shortened NFL careers, in addition to losses that can be attributed to their post-NFL career earning potentials that have been damaged as a result of Defendants' illegal conduct. Plaintiffs intend to introduce these approximate figures in support of their claims for RICO damages at trial, which are based on information currently in Plaintiffs' possession, custody or control and which has been, or will be, produced by Defendants:

- Ashmore: $2,250,000.00[1]
- Carreker: $1,620,000.00
- Evans: $2,560,000.00
- Goode: $5,590,000.00
- Harris: $1,125,000.00
- Lofton: $2,182,000.00

[1] These amounts have not been trebled.

- Wunsch: $3,600,000.00

THIRD SUPPLEMENTAL ANSWER:

Plaintiffs provide the following, additional information, with respect to their common law intentional tort claims:

- Mr. Walker's injuries consist of muscular/skeletal injuries.

Based on those injuries, he seeks:

- Compensatory damages in an amount to be proven at trial; and
- Punitive damages in an amount to be determined at trial.

With regard to compensatories, Mr. Walker seeks the following categories of damages: lost employment productivity, reduced life spans, pain and suffering, and reduced quality of life.

To the extent necessary, Plaintiffs will further supplement these initial disclosures as required by Rule 26(e).

Dated: February 22, 2017

Respectfully Submitted,

/s/

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